

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

DARRELL WRIGHT

Plaintiff,

vs.

FEDERAL EXPRESS, CORP.,

Defendant.

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CIVIL ACTION NO. 3:09-0694

District Judge Wiseman  
Magistrate Judge Brown

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**PROTECTIVE ORDER**

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The parties, by and through their counsel of record, state to the Court, subject to its approval, that the following terms and conditions by stipulation shall govern the disclosure and use of all confidential and proprietary information disclosed by the parties and designated as such.

1. Specifically, Federal Express Corporation ("FedEx"), pursuant to this Protective Order, may produce copies of certain confidential documents including personnel files, e-mail, correspondence and memoranda, of non-parties (collectively referred to as "Confidential Information"). Additionally, FedEx may produce documents of a third party which may contain confidential documents including personnel files, correspondence, memoranda and/or salary information. The Confidential Information is confidential and/or proprietary within the meaning of the Federal Rules of Civil Procedure.

2. It is specifically understood and agreed that the Confidential Information shall be used solely in connection with this litigation, including any subsequent appeal.

3. This Stipulated Protective Order is binding on the parties and the respective counsel of record.

4. The Confidential Information including all derivative information therefore, shall not be disclosed to any person other than the parties; the court; judicial officers and personnel; counsel of record in this litigation and members and associates of their respective staffs; and the clerical and paralegal staff of counsel of record in this litigation. Other than the above-named individuals, the Confidential Information may not be circulated or provided to any individual without the written permission of counsel for FedEx, obtained in advance of the disclosure.

5. If the Confidential Information, or any portions thereof, are used in any deposition, all portions of the transcripts of such depositions and all exhibits that refer or relate to the Confidential Information shall be deemed to be Confidential Information and subject to the terms and restrictions of this Order. A separate transcript of the portion(s) of the deposition may be created to preserve the confidentiality of the information and for the convenience of the Court and counsel.

6. If documents or other materials deemed confidential are filed with the Court, they shall be filed under seal and marked as follows:

**CONFIDENTIAL**

**IN ACCORDANCE WITH A PROTECTIVE ORDER, THE ENCLOSURE(S)  
SHALL BE TREATED AS CONFIDENTIAL AND SHALL NOT BE  
SHOWN TO ANY PERSON OTHER THAN THOSE PERSONS  
DESIGNATED IN PARAGRAPH 4 OF THE PROTECTIVE ORDER.**

7. Nothing in this Order shall bar or otherwise restrict any attorney herein from rendering advice to his client with respect to this litigation.

8. This Stipulated Protective Order shall not constitute a waiver of any party's or non-party's right to oppose any discovery request as provided under Tennessee and Federal Law.

9. Within 60 days of the final determination of this action, all persons subject to this Order shall return all the Confidential Information (and all summaries, extracts and other documents containing information referring to or derived from) including all copies thereof, to counsel for Defendant.

10. Counsel for the parties may agree in writing to any specific disclosure of the Confidential Information in a particular circumstance without prejudice to the continued application to this Order as to the use of that document or thing.

11. No disclosure of Confidential Information whether intentional or inadvertent shall be deemed to waive any of the rights provided herein. Disclosure of Confidential Information for one purpose does not constitute a waiver for any other purposes.

12. Insofar as the provisions of this Protective Order restrict the disclosure and/or use of Confidential Information produced hereunder, this Order shall continue to be binding after the conclusion of this litigation. A party may seek written permission to modify this Protective Order. Absent agreement of the opposing party, or an Order of the Court, this Order may not be changed or modified in any respect and shall remain in full force and effect.

SO ORDERED THIS 4th day of March, 2011.

/S/ Joe B. Brown

UNITED STATES DISTRICT COURT JUDGE  
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Magistrate Judge